

# CONSUMER CHARTER



Sea TV Network Limited  
148, Manas Nagar, Shahganj,  
Agra (Uttar Pradesh),  
India.

## A. INTRODUCTION

Address: 148, Manas Nagar, Shahganj,  
Agra (Uttar Pradesh),  
India.

Tel: 0562 4022999, 3021234, 2512122

Fax: 0562 2511070

Email: [\[admin@seatvnetwork.com\]](mailto:admin@seatvnetwork.com)

Website: [www.seatvnetwork.com](http://www.seatvnetwork.com)

## ABOUT US

Sea TV Network Limited (“We” or “Our” or “Sea TV”), is one of the leading media & entertainment houses operating in the state of UttarPradesh & Uttrakhand. We own a number of media establishments and run number of satellite channels.

We offer wide range of selection of channels for convenience and liking of our consumers. Our consumers may choose various options in order to view the channels in accordance to his/ her taste and preference. We give our consumer flexibility of choosing either a bouquet of channels offered by us or individual channel subscription. We also offer extra added features like games, viewing movies, listening to music, and other interactive services.

We maintain high technical standards of signals in accordance to the standards laid down by Telecom Regulatory Authority of India (“TRAI” or “Authority”). We ensure that the quality of the services provided by us meets the requirements as laid by TRAI. We have also introduced MPEG-4 technology which makes TV-watching experience of the viewer’s more qualitative, comfortable & hassle-free.

The process of digitization enables our viewers to have richer & clearer TV-viewing experience with true digital and high definition digital sound & picture quality. Providing best of the service is our motto and we ensure that we do not compromise in any manner.

## B. TERMS AND CONDITIONS

Our services to our consumers and subscribers is governed by terms and conditions (“Terms”) mentioned in the Subscriber Application Form (“SAF”) pursuant to which the subscriber applies for subscription of cable television services offered by Sea TV. The Terms govern the relationship between us, the Subscriber and the LCO with respect to subscription of cable television services through digital addressable system. The Subscriber is required to confirm its acceptance to all the Terms by signing the SAF and submitting the same to the LCO / Sea TV. The LCO is required to confirm its acceptance to all the Terms by counter -signing the SAF (duly filled and signed by the Subscriber) and submitting the same to us.

The broad terms and conditions governing our services to the subscribers as mentioned in the SAF are as follows:

**1. DEFINITIONS:**

Capitalised term used but not defined herein shall have the meaning ascribed to such term in the Act. Unless the context otherwise requires, the following words and expressions shall have the following meanings:

- (a) “**Act**” means the Cable Television Networks (Regulation) Act, 1995, as amended from time to time, and includes all subordinate and delegated legislation / Rules / Regulations, made from time to time under the Act (whether or not amended, modified, re-enacted or consolidated);
- (b) “**Hardware**” means the hardware including the STB provided by Sea TV or its LCO;
- (c) “**LCO**” means the local cable operator linked to Sea TV;
- (d) “**Security Deposit**” means the interest free security deposit amount deposited by the Subscriber with Sea TV as security for the Set Top Box or STB under the rental or hire purchase scheme;
- (e) “**Smart card**” means the card provided by Sea TV, to be inserted only inside STB, provided by Sea TV for activation and also for continued access of service; and
- (f) “**Subscriber**” or “**You**” means the person who submits the SAF for subscription to the cable television services provided by Sea TV through digital addressable system in accordance with the Act.

**2. PROVISION OF SERVICE:**

- 2.1 Subject to the Terms and the provisions of the Act, Sea TV agrees to provide to the Subscriber its Cable Service through digital addressable system with effect from the date of activation of the STB and on the terms and conditions contained in this consumer charter published by the Sea TV (provided to the Subscriber simultaneously with the SAF and the Manual of Practise) which the Subscriber hereby unconditionally accepts and undertakes to abide. Sea TV reserves the right to reject any SAF without assigning any reason for such rejection.

- 2.2 The Subscriber shall fill the SAF in duplicate and submit the SAF to the LCO. The Subscriber shall ensure that the information stated in the SAF is and shall continue to be complete and accurate in all respects and the Subscriber hereby undertakes to immediately notify Sea TV or the LCO of any change thereto. The Subscriber shall submit duly filled SAF along the photo identification and address proof of such Subscriber to the LCO / Sea TV. The LCO shall return the duplicate copy of the SAF to the Subscriber duly acknowledged. In case the Subscriber fails to provide prescribed documents as address and identification proof, the SAF shall be treated as an incomplete. All incomplete SAF shall be rejected and the deficiencies shall be informed to the Subscriber accordingly within 2 working days of receipt of SAF.
- 2.3 In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are requested by the Subscriber, Sea TV or the LCO, as the case may be, would inform the applicant within two days of receipt of the duly complete SAF. In the event, the STB is not installed within two working days, the MSO will comply with the regulations specified by TRAI in this regard.
- 2.4 The Subscriber has the option of obtaining the STB through any of the following schemes offered by Sea TV:
- (i) Outright Purchase - the Subscriber shall become the owner of the STB upon payment of the entire purchase price of the STB as per mutual understanding between the subscriber and Sea TV or as per the plans offered by Sea TV. The price of the STB shall be exclusive of the value added tax which shall be borne by the Subscriber.
  - (ii) Hire Purchase Scheme - the ownership of the STB will be transferred to the Subscriber upon payment to Sea TV of the all monthly instalments as stated in the SAF. However till such time that all the instalments are fully paid to Sea TV by the Subscriber as mentioned in the SAF, Sea TV shall remain and continue to remain the sole and absolute owner of the STB.
  - (iii) Rental Scheme - the Subscriber shall be entitled to use the STB upon payment of a monthly rental to Sea TV. Sea TV shall always remain the sole and absolute owner of the STB.
- 2.5 The Subscriber shall have the option to select packages or channels on *a-la-carte* basis by selecting the same on the SAF or may be communicated to Sea TV in manner notified by Sea TV from time to time. The Subscriber shall select the payment methodology and the payment term on the same along with the STB details where the Subscriber wants these channels to be activated. Upon receipt of the fully filled SAF and complete and correct in all respects, the channels selected by the Subscriber shall be activated within 48 hours of its receipt.
- 2.6 Under all the schemes mentioned in clause 2.4 above, should a Subscriber seek termination of Sea TV's Cable Services, Sea TV or the LCO will arrange for a refund of the amount paid as Security Deposit (within seven days upon receipt of STB) after deducting a twenty per cent depreciation for each year of usage, provided that the STB has been returned to Sea TV, in good and working condition along with all accessories like remote control, AC adapter (if any) and connecting cables.

- 2.7 Each STB comes with a one year warranty. The warranty would be applicable only on the STB. There is no warranty applicable on the accessories like the adopter and the remote control. During the warranty period no repair and maintenance charges would be payable, provided the STB has been used in normal working conditions and is not tampered with. During the warranty period, the STB will be repaired or replaced within 24 hours of receipt of complaint. After the expiry of the warranty period, repairs to the STB would have to be paid for by the Subscriber and a replacement STB may be offered, if available during the period of repair. After the expiry of the warranty period, the Subscriber may also opt for the optional Annual Maintenance Contract ("AMC"), if offered by Sea TV in relation to the STB. The terms and charges of AMC shall be intimated to the Subscriber upon request. Under the AMC, in case of any problem in the STB, the Subscriber would be provided a standby STB and no repair charges would be required to be paid for the STB (remote excluded) provided the STB has been used under normal working conditions and is not tampered with.
- 2.8 In case of STB malfunction, the LCO will replace or repair the STB within 72 hours of receipt of complaint. The repair charges will be payable by the Subscriber if the STB is out of warranty period or if the Subscriber has not opted for the AMC.
- 2.9 The Subscriber is required to immediately inform Sea TV and the LCO about loss of Hardware and Sea TV may charge the Subscriber for damages and/or administrative costs for providing replacement Hardware equipment. Any damages or defect to Hardware arising out of misuse or intentional or accidental damage or Force Majeure event shall be to the Subscriber's account. The warranty and maintenance of the Hardware during the period of one year from the date of installation shall not cover any defect or damage arising out of following events:
  - (i) If the Hardware equipment is repaired by any unauthorized personnel/agencies for installation or for any other purpose;
  - (ii) If modification or alteration of any nature is made in the circuitry of the Hardware;
  - (iii) Defects caused by improper or reckless use;
  - (iv) Damages to Hardware equipment due to Force Majeure event;
  - (v) Water spillage or liquid contamination of STB or Remote Control Unit;
  - (vi) Any damage due to external circumstances;
  - (vii) Excessive corrosion or damage caused by liquids or chemicals;
  - (viii) PCB burnouts due to power surge/high voltage;
  - (ix) Intentional or accidental damage to Hardware equipment by any person;

- (x) Defects or faults arising out of misuse or abuse of Hardware equipment or tampering or modification or alteration or addition or improper use or unauthorized use of the Hardware equipment or defect arising out of use contrary to user manual or any documents provided by Sea TV;
  - (xi) Multiple front switch breakage of STB due to handling;
  - (xii) If Hardware equipment is exposed to adverse environmental conditions, including but not limited to exercise moisture or temperature; and
  - (xiii) If the serial number or any other label on the Hardware equipment has been removed, defaced or altered.
- 2.10 The composition of channels in any package that the Subscriber has availed of will not be altered for a period of six months from the date of enrolment. Should there be a change in the same due to any channel becoming unavailable on Sea TV's network, an alternative channel from that genre & language will be provided or a price reduction equivalent to the a-la-carte rate of that channel will be provided from the date of discontinuation.
- 2.11 The Subscriber hereby agrees to and shall allow the authorized representatives of the LCO / Sea TV to enter upon the installation address for inspection, installation, removal, replacement and repossession of the STB and related Hardware, Posts and Cable Television Network under the Terms hereof. This clause shall survive the termination of the cable services until the all the outstanding dues and charges are paid by the Subscriber to Sea TV and the STB and all related accessories are returned to Sea TV in satisfactory working condition.
- 2.12 The Subscriber understands and agrees that the Cable Service provided by Sea TV and the limited license to use the cable service shall be only for personal viewing of the Subscriber/s and for his family members only. The Subscriber undertakes not to relay, transmit or redistribute the signals/service to any person or connect to any other device for any redistribution purpose. The Subscriber shall not sub licence or assign the cable services provided by Sea TV to any person or use the same for any unauthorised purpose. The Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. The Subscriber agrees that breach of this provision will result in termination of the cable service without any further notice and confiscation of the Security Deposit and the Subscriber shall also be liable to pay damages to Sea TV. The Subscriber acknowledges that the cable service is a limited license granted to the Subscriber by Sea TV to avail and view the channels for one television set only and that the Subscriber fully understands and accepts that any unauthorized relay or retransmission of the signals will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of service, attract civil and/or criminal liability under the law.
- 2.13 The Subscriber agrees and undertakes that the Subscriber shall not to use or cause to be used the cable service provided by Sea TV with any set top box or device not approved by Sea TV and/or STB provided by Sea TV with any other service or device and shall ensure the safety and security of the STB and related Hardware from unauthorized use, theft, misuse, damages, loss etc.

- 2.14 The Subscriber undertakes and covenants that the Subscriber shall not, either directly or indirectly, or allow any other person to modify, misuse or tamper with the STB and related Hardware and software or to add or remove any seal, brand, logo, information, etc. which affects or may affect the integrity/ functionality /identity of the Hardware or otherwise remove or replace any part thereof; nor shall the Subscriber use before or after the STB any decoding, receiving, recording device other than one television set.
- 2.15 The Subscriber undertakes not to do or omit to do or allow any act or thing to be done or omitted as a result of which the right of (i) Sea TV and the LCO in relation to the cable service and/or Hardware or (ii) of the channel providers, Broadcasters, distributors etc., in relation to any channel, may become restricted, extinguished or otherwise prejudiced thereby, or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound or under applicable law.
- 2.16 Neither Sea TV nor the LCO would disconnect cable services to a Subscriber without giving 15 days written notice. However this will not apply if the Subscriber is found to be acting in breach of the Terms or engaging in piracy.
- 2.17 The Subscriber shall, under no circumstances or in any manner, hypothecate, transfer or create or suffer any charge, lien, encumbrance or any onerous liability in respect of the Hardware which is not owned by the Subscriber.
- 2.18 The provision of cable service to commercial establishments will be governed by separate terms, conditions and tariffs and direction laid down by the concerned authority from time to time.
- 2.19 All the terms including the provision related to the terms of service, tariff, rebates, discount, refund shall be subject to the Act and other applicable law.

### **3. SMART CARD AND SET TOP BOX**

- 3.1 Installation would be done at a mutually convenient time. The Subscriber, before the scheduled date and time of installation, shall be required to obtain necessary permission/s and/or authorization required for installation including but not limited to necessary access to third party property or common areas.
- 3.2 Sea TV / LCO or its agents shall not be liable for breach of peace or loss or damage to any property of any person or injury or death to any third party or to any person because of any dispute during installation between such parties.

The Subscriber confirms and warrants that:-

- (a) the STB provided by Sea TV and Smart Card shall be used as per the user manual and only for viewing as per authorization given by Sea TV;
- (b) possession of Smart Card shall not confer any right to receive the service;

- (c) Smart Card provided by Sea TV is only compatible with the STB provided by Sea TV and it shall not be used with any other device or Set-Top-Box;
- (d) Use of Smart Card contrary to the terms and conditions shall entail deactivation of service and/or termination of the relationship by Sea TV;
- (e) the STB and the Smart Card shall be returned on termination of the relationship or deactivation of service;
- (f) Loss or damage to Smart Card shall be immediately informed to Sea TV and Sea TV may charge the Subscriber for damages and administration costs for providing replacement Smart Card and any loss or damages as a result of misuse of the lost Smart Card shall be to the account of Subscriber;
- (g) Smart card shall not be removed from the Set-Top-Box (STB) provided by Sea TV;
- (h) Smart Card shall not be tampered with;
- (i) Smart Card is non-transferable without the written permission of Sea TV;
- (j) Sea TV may on its own discretion replace the Smart Card for security or for any other reason and Subscriber agrees to co-operate with Sea TV for replacement of Smart Card.

#### **4. SCOPE OF CABLE SERVICES**

- 4.1 The cable service of Sea TV provided to the Subscriber herein should be used only for domestic purposes and it should not be used for commercial purpose or received by any commercial establishment. The cable service should not be used in a place open to general public or accessed in a public place. The cable services of Sea TV should not be accessed outside the installation address and the installation address can be only in India.
- 4.2 Sea TV or its employees or its authorized agent would be entitled to enter and inspect the installation address of the Subscriber, where the service is being availed, to ensure that the Subscriber is not violating the terms and conditions contained herein and also to ensure that there is no violation of its/ any third parties' Intellectual Property Rights (IPR). In case on such inspection it is found that the Subscriber is indulging in any act or omission which amounts to violation of the terms and conditions contained herein or IPR, Sea TV or its employee or agent shall be entitled to take photograph or video-graph such violation or any other measure necessary for recording such violation.

4.3 Sea TV may, on its sole discretion, create various package(s) or bouquets of channels. The Subscriber may select one or more packages offered by Sea TV. The Subscriber must at least elect one basic package per STB to receive the service of Sea TV. The Subscriber confirms that Sea TV reserves the right to change, modify, amend, add or withdraw any package/s or any channel/s forming part of any package at any time as per law. Sea TV also reserves the right to revise the rates of any package as permitted by the Act at any point of time and the Subscriber shall pay the revised rates on intimation of such revision.

4.4 The Subscriber is aware of the fact that television channels are procured from third parties and it is beyond the control of Sea TV. Sea TV does not assure continued availability of any channel/s or package/s. Due to circumstance beyond the control of Sea TV, Sea TV may have to withdraw any channel/s from any package or the entire package/s without incurring any liability towards the Subscriber. In the unlikely event of any channel being withdrawn or the entire package/s is/ are dropped from the existing subscribed package/s, the Subscriber will be offered a new package/s at the same rate of revised rate.

4.5 Sea TV may at any time with or without notice, without incurring any liability, withdraw any channel or content of any channel/s or programme/s or any package or the entire service in the interest of national security; or in public interest; or if required by law; or if the content affects the sentiments of any religion or caste or sect, or is obscene, offensive or defamatory or enrages the public sentiment or constitutes an unfair trade practice or violates any other legislation or policy for the time being in force or is made to give negative publicity of Sea TV or any other product.

## **5. PAYMENT OBLIGATION:**

The billing will be on a calendar month basis. The Subscribers shall bear all taxes in relation to the Hardware and the cable services. The Subscriber shall ensure prompt payment of all the bills within 15 days of the bill date. All payments (in respect of both the STB and the Cable Services) shall be made to Sea TV either directly or through the LCO. In case the Subscriber makes any payment to the LCO, it must obtain a proper receipt for the same. Any payments made to LCO without obtaining proper receipt thereof shall not be recognised by or be binding on Sea TV. Any payment made after 15 days will attract simple interest @12% per annum on pro rata basis for the number of days delayed.

## **6. SUSPENSIONS/TERMINATION OF SERVICE:**

6.1 The Terms will commence from the date of installation of the Hardware at the location requested by the Subscriber and shall remain in full force and effect unless terminated hereunder.

6.2 Sea TV may provide a 15 day notice if it chooses to discontinue providing a channel. The notice of discontinuation would be published in the local newspaper circulating in the Subscriber's locality and would also be displayed on the TV screen as a scroll.

6.3 If the Subscriber chooses to relocate, the Subscriber shall submit its application in advance either to Sea TV or to the LCO. After verification of the outstanding, Sea TV the LCO would provide the services at the location. In case, if in the sole opinion of Sea TV or the LCO, provision of cable services at such new location is not technically or operationally feasible, Sea TV or the LCO will inform the Subscriber likewise and Subscriber can opt to surrender STB and proceed to claim a refund as per the terms of the scheme under which the Subscriber has availed of the STB.

6.4 Discontinuation of the cable services at Subscriber's request is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months. If the services have been temporarily discontinued on the Subscribers request, no charges other than STB rentals will be payable by the Subscriber. No reactivation charges are payable by the Subscriber if the period of suspension is under three calendar months. Thereafter a reconnection charge of Rs.100/- plus service tax will be levied.

6.5 If the Subscriber submits its disconnection notice 15 days in advance, no charges will be payable by the Subscriber even if SEA TV or its LCO fails to disconnect the service.

6.6 Any request for addition of channel/package will by default be done from the next billing cycle, unless demanded as an immediate request. Disconnection of a channel/package is possible only on a calendar month basis or on expiry of the term of the contracted package.

6.7 Notwithstanding the aforesaid, the Cable Service would be liable to be terminated or suspended at the sole option of Sea TV either wholly or partly, upon occurrence of any of the following events i.e. (a) if the Subscriber commits a payment default; (b) in case of breach by the Subscriber of these Terms; (c) if the Subscriber is declared bankrupt, or insolvency proceedings have been initiated against the Subscriber; (d) in order to comply with the Act and any other applicable laws; (e) if the Broadcaster / channel providers suspend or discontinue to transmit any channel/s for any reason not attributable to Sea TV or the LCO, or the agreement between the Broadcasters / Pay Channel provider/s and Sea TV is terminated or suspended.

6.8 In the event of suspension, the Subscriber will be liable to pay forthwith up to the last day of the month of suspension/termination and to return forthwith the STB, in working condition.

6.9 In the event of termination, the Subscriber will be liable to pay forthwith up to the last day of the month of termination and to return forthwith the STB, in working condition.

6.10 The Cable Service may be restored upon receipt of all the dues, advance subscription or deposit, reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the service was suspended due to the Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the service had continued.

6.11 Any termination of the Terms shall be without prejudice to any rights and obligations of the parties accrued or incurred prior to the date of such termination. The termination of the Terms for whatsoever reasons will be without prejudice to the right of either party against the others then accruing or accrued in respect of the event giving rise to such termination or otherwise under these terms

6.12 Sea TV may terminate the relationship and forfeit the balance amount, if any amount is lying in the Subscriber account and deactivate the service on the following events:

- (i) If the Subscriber contravenes the terms and conditions contained herein;
- (ii) If the Subscriber has acted in a manner that is inappropriate;
- (iii) If the Subscriber illegally copies the content, retransmits or redistributes the service or transmit the service and/or recording made through Set-Top Box in an unauthorized manner or otherwise allow the interception of the service and/or recording made through Set-Top-Box by any equipment which will allow for its distribution from the installation address to any neighbouring premises, cable operator or any other person or entity;
- (iv) If the Subscriber charges any person for viewing any programme or content ;or
- (v) If the Subscriber permits the general public to view the channels with/without any charges; or
- (vi) If the Hardware equipment is found in possession of any third party; or
- (vii) If minor is allowed to view content meant for adult viewing.

6.13 Sea TV / LCO reserves the right to exercise all measures to counter piracy. The Subscriber confirms that he/she will provide all assistance for conducting counter-piracy measures. Sea TV also reserves the right to take appropriate action on detection of piracy, including initiation of criminal and/or civil action. Sea TV may employ any technology or any other measure to detect piracy or any other misuse. The counter piracy measures may be conducted by Sea TV / LCO or any of its authorized personnel or agent.

6.14 Sea TV may, without any notice and without incurring any liability, deactivate the cable services, in the event of detection of piracy or misuse of service without prejudice to other remedies available to Sea TV.

6.15 Sea TV in no case shall be liable to the Subscriber for taking any bonafide action, including but not limited to disconnection of service to protect its intellectual Property Rights (IPR) or such rights of the content providers or any other person, whose interest it is bound to protect by virtue of contractual obligations or by law and Sea TV will incur no liability even if the information on the strength of which it has taken any action is later discovered to be unfounded or false.

## **7. REDRESSAL OF COMPLAINTS:**

7.1 In case of any complaints or any technical support, the Subscriber may call on the Toll Free Number 18001027566 or customer care no 4022999 or you may reach the LCO directly. The Customer Care No. is available from 0800 hours to 0000 hours all day of the week. You may also log in a complaint online on our website [www.seatvnetwork.com](http://www.seatvnetwork.com) or through your registered mobile number. For each complaint received by Sea TV shall be assigned a docket number and the Subscriber can monitor the status of the same through the Web Based Complaint Monitoring System established by Sea TV.

7.2 Each complaint will be attended within 8 hours. However complaints received during night time will be attended on the next day. Ninety percent of no signal complaints will be attended within 24 hours of receipt of such complaint.

7.3 If the cable service is provided through the LCO, it will be the responsibility of the LCO to maintain the quality of services standards as laid down by the relevant regulatory authority.

**7.4** You may also reach our nodal officer at [nodalofficer@seatvnetwork.com](mailto:nodalofficer@seatvnetwork.com)

## **8. FORCE MAJEURE:**

Sea TV and the LCO would make reasonable efforts to render uninterrupted cable service to the Subscriber and neither Sea TV nor the LCO makes any representation or warranty other than those set forth in the Terms and hereby expressly renounce all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for particular purpose. If at any time, during the continuance of the cable services, the service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, wilful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with any acts or directions of any judicial, statutory or regulatory authority or any others Acts of God, or if any or more channels are discontinued due to any technical or system failure at any stage or for any other reasons beyond the reasonable control of Sea TV and / or the LCO , the Subscriber will not have any claim for any deficiency in cable services or loss or damages against Sea TV or the LCO.

## **9. LIMITATION OF LIABILITY:**

- 9.1 Sea TV shall not be responsible for any act or omission of any third party including franchisees/dealers distributors/retailers etc., with regard to scheme(s) which are not expressly authorized by Sea TV.
- 9.2 Notwithstanding anything contained herein or any other documents, the liability of Sea TV or the LCO to the Subscriber for any direct damages shall not exceed that last one month's payment made by the Subscriber to Sea TV for availing the cable service.

9.3 The terms and conditions herein shall be subject to the notifications/guidelines issued by TRAI and Ministry of information and Broadcasting, from time to time.

9.4 Sea TV shall not be liable or responsible for any claims arising out of loss of recorded data or programme during provision of maintenance service due to damage to hard disc.

#### **10. INDEMNITY:**

The Subscriber shall indemnify Sea TV, the LCO, its promoters, officers, directors, employees, agents, representatives (“**Indemnified Persons**”) and hold them harmless and keep them at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including reimbursement of any loss suffered by them and their legal costs), awards, damages, losses and/or expenses arising directly or indirectly as a result of (i) any breach or non-observance by the Subscriber of any of their undertakings, warranties or obligations under the Terms; and (ii) claims, losses and liabilities on the Indemnified Persons from any government authorities or other third parties, that arise due to breach of covenants and obligations by, and other acts and omissions of the Subscribers; (iv) to misuse or abuse of the Hardware equipment or any equipment installed at the premises of Subscriber or misuse of service or any loss or damages suffered or incurred by Sea TV on account of breach of the term and conditions contained herein.

#### **11. NOTICE:**

Notice at the installation address shall be deemed to be sufficient and binding on the Subscriber. The Subscriber shall give all notices and communications to Sea TV in writing to be sent to Sea TV Network Limited, 148, Manas Nagar Shahganj Agra-282010 by speed post/courier/registered AD.

#### **12. JURISDICTION:**

Any dispute between the parties hereto arising out of or in relation to the Terms and conditions shall be finally settled by arbitration by a sole arbitrator to be appointed by Sea TV under the Arbitration and Conciliation Act, 1996. The arbitration shall be held in Agra, Uttar Pradesh, India. Subject to above, the courts at Agra, Uttar Pradesh shall have the exclusive jurisdiction.

#### **13. MISCELLANEOUS:**

Sea TV reserves the right to amend the Terms, this Consumer Charter and the manual of practice for proper provisioning of the services or to comply with applicable laws and regulations. The revised terms and conditions shall be notified on the Sea TV website i.e. [www.seatvnetwork.com](http://www.seatvnetwork.com), as and when any revision is applicable. If any of the provisions of the Terms becomes or is declared illegal, invalid or unenforceable for any reason, the other provisions shall remain in full force and effect and no failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof. Terms may be amended by the Authority from time to time and shall be binding on all.

## C. QUALITY OF SERVICES

Our motto is to provide best in class quality of services to our subscribers. We endeavour that the services provided by us meets the following parameters:

SL. No.	PARAMETERS	VALUE
1.	Maximum and Minimum Carrier levels	43 dB $\mu$ V min. for 64 QAM 55 dB $\mu$ V max. for 64 QAM
2.	Signal to noise ratio	26 dB min for 64 QAM fall-off-the-cliff.
3.	Operating Margin (NoiseMargin)	Higher than 4 dB.
4.	MER	16-39 dB (64 QAM) min.

Explanation: For this purpose:

- (i) Maximum and minimum carrier levels are as per IS 13420 (Part 1):2002 IEC 60728-1 “Cabled distribution system for sound and television signals – Part 1: Methods of measurement and system performance”.
- (ii) “Noise Margin” as per IS 13420 – The noise margin is the margin between the SNR leading to a bit error rate of 1E-4 and the SNR value of cable system.
- (iii) “MER” as clarified in ETSI: Technical Report: Measurement guidelines for DVB systems.

### **SET TOP BOX:**

We offer best in class STB's to our consumers. The STB's are manufactured by the leading companies in their field. Our consumers are free to choose the STB which suits their requirement and budget. Details about equipment offered to the consumer by the multi-system operator:

Smart Card 1

RCA Cable 1

RCU 1

Battery for RCU 2xAAA

User Manual 1

The STB typically has following features/user controls and is designed to operate on Cable Networks carrying PAL B/G frequency plan and MPEG-2 DVB-C signals:

### **Front Panel(Typical)**

LED Indicator Standby,IR, application-defined LED

IR Receiver Yes

**Key** Power on/off, Channel up, Channel Down, Volume Up, Volume Down, Enter,Menu

**Rear Panel(Typical)**

Composite Video	RCA(yellow)
L& R Audio	RCA(white & red)
Component Video	YP <sub>b</sub> P <sub>x</sub> in Mars 1800 & Neptune 900
HDMI	Neptune 900
Cable Signal Input	All
Cable Signal Loop Through	All

**Input Frequency Range** 55-862 MHz

**MPEG TS**

Transport Stream DVB Conformity

**MPEG Decoding**

MPEG-4 MP@L3(H264 Main Profile)

**Demodulator**

Demodulation Standard DVB-C  
Constellation 64,QAM

**Video**

Output Aspect 4:3,16:9  
Output Resolution PAL:720\*576

**Audio**

Audio Mode Mono, stereo, joint stereo from MPEG-4 multi channel  
Decoding MPEG-1, Layer-II

**Power Supply(SMPS)**

Input Voltage 90 to 256 VAC  
Input Frequency 50/60 Hz

**D. RIGHTS OF CONSUMERS**

In addition to the rights of the subscribers detailed in Para B above, the subscribers have the following rights:

- to ask for the details of the schemes offered to them.

- to be aware of terms and conditions of subscription and STB.
- to ask for channels on a-la-carte basis.
- to get receipt for the payment made by him/her.
- to ask for the details of his bill under pre-paid subscription by paying a reasonable amount fixed by the cable operator.
- to be provided with the Manual of Practice and Consumer Charter at the time of subscription.
- to seek the redressal under the Consumer Protection Act, 1986 or any other law for the time being enforced.
- to receive the quality of services in accordance with the parameters as specified by the Authority under various regulations issued by the Authority from time to time.
- to be informed regarding the tariff provisions and also in case of any change in the tariff.
- to be safeguarded against any change in the composition of subscription package, subscribed by the consumer, during first six month of subscription or during the entire period if subscription amount has been paid in advance. However, if the channels are not available in the platform of the cable operator then, the cable operator can reduce the subscription charges payable by the consumer by an amount equivalent to the *a-la-carte* rate of such channel from the date of discontinuance of the channel.
- to be provided with the post-paid and pre-paid payment option for subscribers who are free to choose.

## E. DUTIES AND OBLIGATION OF SEA TV/ LCO

As per the Act and various rules and regulations issued thereunder, the following duties and obligation have been cast upon the MSO/ LCO:

- Sea TV/ LCO is prohibited from transmitting or re-transmitting, through a cable service, any programme unless such programme is in conformity with the prescribed programme code.

- Sea TV/ LCO is prohibited from transmitting or re-transmitting through a cable service any advertisement unless such advertisement is in conformity with the prescribed advertisement code.
- Sea TV/ LCO is required to compulsorily transmit doordarshan channels in their cable service, as specified, by the central government by a notification in the official gazette. These transmitted channels are required to be re- transmitted by Sea TV/ LCO without any deletion or alteration of any programme transmitted on such channels.
- Sea TV/ LCO is required to ensure that the cable television network being operated by him/ her does not interfere, in any way, with the functioning of the authorised telecommunication systems and is in conformity with such standards relating to interference as may be prescribed by the Central Government.
- Sea TV/ LCO is required to maintain a register in as specified in Form 5 for each month of the year for which the registration is granted.
- Sea TV/ LCO is required to comply with all the regulations, guidelines and orders as may be made or issued by the TRAI.
- Sea TV/ LCO is bound to give such information as may be sought for by the Central Government or the State Government or any agency authorised by the Central Government or authorised officer, as the case may be, within such period and in such form as may be specified by such Government or agency or officer.
- Sea TV/ LCO is required to establish a complaint centre in his service area, for redressal of complaints and addressing service requests of Consumers as per the applicable regulations. The complaint centre is required to provide services in local language in addition to Hindi and English. The complaint centre is required to be operational between 08:00 hrs and 00:00 hrs on all days of the week.
- Every complaint made by a consumer is required to be immediately registered and allotted a unique number (Docket Number).
- Every complaint centre is required to:
  - communicate to the consumer, the docket number, date of registration, time of registration and expected time for resolving in relation to every complaint received;
  - update the web based complaint monitoring system with the docket number, telephone number of consumer, date and time of registration of complaint and expected time to be taken to resolve such complaint;

- on resolving the complaint, the complaint centre shall communicate the same along with details of action taken and update it on web based complaint monitoring system.
- Sea TV/ LCO is required to appoint or designate minimum one person as Nodal Officer for each state under its operation area. A consumer can approach the Nodal Officer in case he is not satisfied with the services of complaint centre. However, a consumer can directly approach Nodal Officer in emergent situation as well. The Nodal Officer is required to:
  - be available at address and contact details as publicised;
  - register every complaint lodged to him/her;
  - issue acknowledgement with unique complaint number to consumers within 2 days of receipt of complaint;
  - inform the consumer with details of decision taken within time limit specified as specified under the Standards of Quality Regulation and in other circumstances within three days.

The consumers may contact the Nodal Officer at:

PARTICULARS	DETAILS
Name	Satyam Singh
E-mail address	<a href="mailto:nodalofficer@seatvnetwork.com">nodalofficer@seatvnetwork.com</a>
Contact address	148, Manas Nagar, Shahganj Agra
Telephone Number	0562 3021239
Facsimile Number	0562 2511070

- Sea TV/ LCO is required to allot a unique identification number to all applications which have been accepted by Sea TV/LCO.
- Sea TV/ LCO is required to provide the cable services to every person making request for the same, subject to technical and operational feasibility.
- Sea TV/ LCO is required to inform the consumer in case it is operationally or technically non-feasible to provide services to the applicant along with reason within 2 days of such application.
- 15 days prior notice (indicating reason thereof) is required to be given by Sea TV/ LCO for any discontinuance of the cable services.

- Sea TV/ LCO is required to suspend supply of signal on request made for discontinuation of services by the subscriber. However, Sea TV/ LCO, is not bound to discontinue the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period which comprises part of a calendar month.
- Further, Sea TV/ LCO is required to suspend the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period of a calendar month or multiple of calendar months and the requested period of suspension does not exceed three calendar months. No charge for the services other than the rent for set top box is required to be levied on the subscriber for the period during which the services were discontinued.
- Sea TV/ LCO is required to disconnect the services on receipt of written request of subscriber from the date as indicated by him/her. In the event, Sea TV/ LCO keep providing signal beyond that date, no amount may be charged from the subscriber for that period (beyond as stated in the request). However, subscriber is required to give a 15 days prior notice to Sea TV/ LCO for disconnection.
- Sea TV/ LCO is required to give a notice to the subscriber if the signals to subscriber are required to be disrupted by Sea TV/ LCO for preventive maintenance. The notice is required to be of 3 days if the disruption is likely to be less than 24 hours, in cases disruption is likely to be more than 24 hrs then the notice is required to be of more than 15 days.
- Sea TV/ LCO is required to adhere to following timeline in a relation to redressal of complaints by subscribers:
  - all complaint are required to be responded within 8 hours;
  - complaint received during night is required to be attended by next day;
  - in case Sea TV/ LCO, is not able to comply with the Quality of Service parameter due to reasons beyond his control, he is required to communicate such reasons to the subscriber at the time of responding to his complaint;
  - 90% of all no signal complaints are required to be redressed and signal restored within 24 hours of receipt of complaint;
  - 90% of all complaints, except the complaints relating to billing, is required to be redressed within forty eight hours;
  - No complaint except those related to billing can remain unresolved beyond 3 days;

- All complaints related to billings are required to be redressed within 7 days of receipt of complaint;
- Any refund (if consumer is eligible for the same) connected with complaint related to billing should be made within 30 days of receipt of complaint;
- The Complaints forwarded by TRAI is required to be redressed within 15 days of forwarding of such complaint by TRAI; and
- Information regarding resolution/redressal of complaint is required to be sent to TRAI and subscribers within 30 days of forwarding of complaint.
- Sea TV/ LCO is required to give a time of 15 days to the subscriber for making payments of the bill.
- Sea TV/ LCO is required to issue a proper receipt for every payment made by the subscriber.
- Sea TV/ LCO, on request of subscriber, is required to supply information related to itemized usage charges showing actual usage of services in relation to pre-paid services, upon request of subscriber. However, Sea TV/ LCO is not required to furnish records for a period beyond 6 months.
- Sea TV/ LCO, upon request of subscriber, is required to convert the plan of subscriber from pre-paid to post-paid without any charges.
- Sea TV/ LCO is required to ensure that its representatives carry proper identification along with a photograph duly certified by such multi-system operator or its linked local cable operator and exhibit the same as proof of identity to the subscriber.

## F. PROCEDURE FOR TERMINATION OR DISCONNECTION OF SERVICES

- Sea TV/ LCO, as the case may be, would not disconnect the cable services to the subscriber without giving prior notice of at least fifteen days to such subscriber indicating the reasons for such disconnection and the period of fifteen days will be reckoned from the date of receipt of the notice of disconnection by the subscriber.

- If the services to a subscriber have been discontinued on his request, no charge other than the charges for set top box, if any, will be payable by such subscriber.
- If the services to a subscriber have been discontinued by Sea TV/ LCO, as the case may be, no charges for the period for which the services were discontinued including the charges of STB will be payable by the subscriber.
- On a request being made for discontinuation of service by a subscriber, Sea TV/ LCO, as the case may be, would suspend the supply of signal to such subscriber. However, Sea TV/ LCO, as the case may be, may not discontinue the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period which comprises part of a calendar month. However, Sea TV/ LCO, as the case may be, can suspend the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period of a calendar month or multiple of calendar months and the requested period of suspension does not exceed three calendar months. In such a case, no charge for the services other than the rent for set top box will be levied on the subscriber for the period during which the services were discontinued.
- Sea TV/ LCO, as the case may be, would disconnect the cable services, either on receipt of written request from the subscriber or on a disconnection form available with Sea TV/ LCO, from the date indicated by the subscriber in his written request and no charge will be payable by the subscriber from the date indicated by him/ her in his written request even if the cable services are not disconnected. However, the subscriber making request for disconnection is required to give at least fifteen days prior notice to Sea TV/ LCO.

## G. ANY OTHER INFORMATION

For more information on the rights of the consumer and duties/ obligation of Sea TV (as MSO), you can visit the website [www.trai.gov.in](http://www.trai.gov.in) and [www.mib.gov.in](http://www.mib.gov.in).

## H. DISCLAIMERS

This consumer charter is exclusively meant for informative purposes. The consumers are requested to visit our website at [www.seatvnetwork.com](http://www.seatvnetwork.com), the website [www.trai.gov.in](http://www.trai.gov.in) and [www.mib.gov.in](http://www.mib.gov.in) for any other/ further information.

The judicial interpretation of the legislations is subject to change from time to time, and these may have a bearing on this consumer charter. In particular, in the matter of government policies, the Indian courts recognize the power of the regulator or the government bodies to interpret such policies, which interpretation may change from time to time.